

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re:

Robert W. Tait
Diane M. Tait

Chapter 13
Case Number 16-12402-FJB
Honorable Frank J. Bailey

Debtors

STIPULATION

Stipulation entered into March 3, 2021 by and between U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, and Robert W. Tait and Diane M. Tait (“Debtors”) (collectively, the “Parties”).

WHEREAS, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust is the holder of the Note and Mortgage on real property located at 68 Suomi Road, Quincy, MA 02169 (the “Property”).

WHEREAS, on January 6, 2021, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust filed a motion in the above-captioned bankruptcy case requesting relief from the automatic stay as to the Property. *Docket No. 181*.

WHEREAS, the Parties have reached a compromise regarding the above described controversy.

NOW, THEREFORE, the Parties hereto, by their respective attorneys, hereunto duly authorized, do hereby stipulate and agree:

1. As of March 2, 2021, the Debtors are post-petition due¹ for the December 16, 2020 to February 16, 2021 payments (each in an amount of \$1,556.46) for a total of \$4,669.38. The Debtors agree to cure the total amount of post-petition arrears by making the following payments:

¹ The above-referenced arrearage is inclusive of post-petition payment amounts only and the same does not include post-petition fees and costs which have been assessed to the account. See, for example, Notice of Post-Petition

April 1, 2021	\$933.88 (20% down payment)
May 1, 2021	\$747.10
June 1, 2021	\$747.10
July 1, 2021	\$747.10
August 1, 2021	\$747.10
September 1, 2021	\$747.10

The payments shall be in the form of good funds (bank check, certified funds, or a check drawn on Debtors' counsel's clients' trust fund account) and shall be made payable to Caliber Home Loans, Inc. and sent directly to Caliber Home Loans, Inc. at PO Box 24330, Oklahoma City, OK 73124 with the loan number written on the check. Payment will be considered made on such dates if the funds are received by Caliber Home Loans, Inc. by the close of business on those dates.

2. Starting with the payment date March 16, 2021 through September 16, 2021, Debtors in addition to the payments required by paragraph 1 herein, shall timely make the regular monthly payments directly to Caliber Home Loans, Inc. as required by the Note and Mortgage.

3. Please note that upon Debtors failure to make either a regular monthly payment under paragraph 2 or any payment under paragraph 1, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust or its attorney shall give written notice to the debtors and their counsel, of such failure to make timely payments pursuant to the stipulation and further advise that failure to make said payments within Seven Days after the date of such notice shall constitute a default under this stipulation.

4. **IF THE DEBTORS DEFAULT UNDER THIS STIPULATION OR FAIL TO COMPLY WITH ANY OF THE TERMS STATED HEREIN, U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST OR ITS ATTORNEY WILL FILE A NOTICE OF DEBTORS NON-COMPLIANCE WITH THE UNITED**

STATES BANKRUPTCY COURT FOR THE DISTRICT OF MASSACHUSETTS AND THEREAFTER, THE COURT MAY ENTER AN ORDER GRANTING U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST AND ITS SUCCESSORS AND ASSIGNS, RELIEF FROM THE AUTOMATIC STAY AS TO THE REAL PROPERTY AT 68 SUOMI ROAD, QUINCY, MA 02169. U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST AND ITS SUCCESSORS AND ASSIGNS WILL THEN BE FREE TO EXERCISE ITS RIGHTS PURSUANT TO THE NOTE AND MORTGAGE IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW AND TO CONDUCT A FORECLOSURE SALE OF THE PROPERTY AND SUBSEQUENT EVICTION ACTION, IF NECESSARY.²

5. No waiver by U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6. This Stipulation and the terms contained herein shall become void and unenforceable by either party in the event that the Debtors' bankruptcy petition is converted to any other Chapter or dismissed for any reason or as a result of the motion of any party, including, but not limited to the Debtors.

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² "Bold" and "All-Caps" per MLBR 13-16-2 (c).

